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Whether cities are liable for not removing ice from sidewalks depends upon the circumstances of each particular case. Nothing can be required of them which a jury would say was unreasonable. *Hall* v. *City of Lowell*, 10 Cush. (Mass.) 260; *Smith* v. *City of Brooklyn*, 36 Hun (N. Y.) 224. The duty of the city to exercise ordinary care is not discretionary but is absolute and obligatory. *Collins* v. *City of Council Bluffs*, 32 Iowa 324, 7 Am. Rep. 200. Where injuries are sustained and the plaintiff does not show more than the mere existence of ice which is not dangerous or unsafe except that the sidewalk was at that place very smooth and very difficult to pass over, it has been held that the city is not liable. *Gilbert* v. *City of Roxbury*, 100 Mass. 185. But where the injury was caused by the accumulation of ice and snow in ridges or drifts, the city has been held liable. *Luther* v. *City of Worcester*, 97 Mass. 268. In all cases the city must have a reasonable time in which to remove these obstructions. *Taylor* v. *City of Yonkers*, *supra*.

In Virginia the general trend of authority is followed, and it is held that it is the duty of municipal corporations to use proper and ordinary care to see that the sidewalks are reasonably safe for persons using ordinary care and prudence. But the mere slipperiness of a sidewalk occasioned by ice and snow which has not been accumulated so as to constitute an obstruction, does not render the municipal corporation liable. *City of Lynchburg* v. *Wallace*, 95 Va. 640, 29 S. E. 675; *City of Charlottesville* v. *Failes*, 103 Va. 53, 48 S. E. 511.

REAL PROPERTY—CONDITIONS RESTRAINING ALIENATION.—The plaintiff conveyed land in fee to a certain party upon condition that it should revert to the grantor should the grantee, or anyone claiming under her, sell or lease the property, or any portion thereof, to any person of Chinese, Japanese or African descent within fifteen years. The land was situated in a residential district thickly settled with persons of the Caucasian race. Within the time set forth in the condition the grantee conveyed the land to the defendant, a negro of African descent. The plaintiff brought an action to recover the land. *Held*, the plaintiff cannot recover. *Title Guarantee & Trust Co.* v. *Garrott* (Cal.), 183 Pac. 470. For principles involved, see 3 VA. LAW REV. 473.

REAL PROPERTY—EASEMENTS BY ESTOPPEL—REPRESENTATIONS IN GOOD FAITH.—The defendant real estate company was the owner of building lots bordering on the ocean. The plaintiff bought one of these lots from the defendant, relying upon the defendant's representation that the strip of land fronting on the ocean to which the defendant retained title would be used only for the construction of a boardwalk. The representation was made in good faith through an error in the plat of the lots on the map by means of which the sale was made. After the plaintiff had built a dwelling house upon his lot the defendant offered for sale for building purposes the strip of land in front of the plaintiff's premises. The plaintiff brought this action to have it adjudged that the land fronting his premises was subject to an easement in his favor for the right of uninterrupted ingress and egress, and to en-

join the defendant from selling or using the land for purposes other than a boardwalk. *Held*, judgment for the plaintiff. *Phillips* v. *West Rockaway Land Co.* (N. Y.), 124 N. E. 87.

The doctrine of equitable estoppel does not depend upon any fraudulent design, but is applied to avert injurious circumstances, and consequently actual fraud in the representation is not essential. 1 STORY, EQUITY JUR., 10th ed., §§ 193, 387. It is sufficient if the conduct of the party induced another to act upon it. See 2 POMEROY, EQUITY JUR., 3rd ed., §§ 804-807, criticising the case of *Brant* v. *Virginia Coal Co.*, 93 U. S. 326.

If a landowner, seeking to sell a parcel of his real property, represents to the purchaser that a right of way exists from it over his other real property, he subjects the latter to such right of way, and, though the conveyance subsequently made does not mention this right of way, the grantor is estopped to deny its existence. *Mattes* v. *Frankel*, 157 N. Y. 603, 52 N. E. 585, 68 Am. St. Rep. 804, and note. Where land was conveyed with reference to a plat, it was held that the grantee acquired a right by estoppel to all connecting ways of ingress or egress shown on such plat as enabled him to reach public ways in any direction, so far as the grantor's title extended. *Fox* v. *Union Sugar Refinery*, 109 Mass. 292.

When a lot is described in the deed by reference to a map, such map becomes part of the deed. If the map exhibits streets and alleys, it necessarily implies a design that such passageways or means of egress shall be used in connection with the lots, and a permanent easement is thus created which the grantor or his assignees will be estopped to deny. *Danielson* v. *Sykes*, 157 Cal. 686, 109 Pac. 87, 28 L. R. A. (N. S.) 1024, and note; *Cook* v. *Totten*, 49 W. Va. 177, 38 S. E. 491. Where a grantor sells lots with reference to a plat upon which appears a connecting street to the one on which the property sold is situated, the grantee acquires by estoppel an easement over such street if the grantor owns it. 1 MINOR, REAL PROP., § 109; *McCall* v. *Davis*, 56 Pa. St. 431, 94 Am. Dec. 92. If a grantor in a conveyance bounds property by streets and ways, and these streets and ways appear on a map made by the city or by the owner of the property, the grantor impliedly covenants that the purchaser shall have the use of such streets and ways, although at the time of sale they are unopened. *White* v. *Flannigain*, 1 Md. 525, 54 Am. Dec. 668. A conveyance of land designated as bounded on a street to be made on the grantor's adjoining land, the plat of which is referred to, gives the grantee a right of way, or easement by estoppel, over the entire length of the land so designated or reserved. *Durkin* v. *Cobleigh*, 156 Mass. 108, 30 N. E. 474, 32 Am. St. Rep. 436, 17 L. R. A. 270. But the mere exhibition to a prospective real estate purchaser of a plat which has not been filed for record, but which shows a street bordering one side of the parcel of land for sale, does not give the grantee an easement in the suggested street which will compel the grantor to open it. *Pyper* v. *Whitman*, 32 R. I. 510, 80 Atl. 6, 35 L. R. A. (N. S.) 938.